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**!!! PLEASE READ THIS PAGE BEFORE PROCEEDING !!!**

**It must be edited to conform to the project for which it will be used!**

Specific items to be edited are in **bold red** and shall be edited to conform with the project at hand. Articles not used should have **(NOT USED)** inserted after the article heading and the remaining text after the heading should be deleted.

**Some areas will require information to be supplied / coordinated with the Owner's Project Manager in order to complete.**

**AFTER ALL EDITING IS COMPLETE DELETE THIS PAGE, THEN UPDATE THE TABLE OF CONTENTS PAGE REFERENCES PER THE FOLLOWING INSTRUCTIONS**

**NOTE:** The following 'Table of Contents' is 'Marked Table of Contents' via Microsoft Office. After all editing of the document is complete (INCLUDING DELETION OF THIS PAGE), click anywhere within the Table of Contents, then right click, and select 'Update Field' option, then click on "Update page reference only." The page references will automatically update to their correct current page locations within the edited document.

The 'Marked Table of Contents' as seen here (TC "ARTICLE 1 GENERAL INFORMATION" \f C \l "1") but without the special characters before and after also acts like a hyperlink and DOES NOT PRINT when the document is printed. Do not delete this information from immediately behind the article heading as it will invalidate that link in the 'Table of Contents.'

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UNIVERSITY OF KENTUCKY  
SPECIAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION BY A GENERAL CONTRACTOR

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## ARTICLE 01 GENERAL INFORMATION

- 1.1 These Special Conditions are intended to modify, supplement, or delete from applicable Articles of the General Conditions.
- 1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.
- 1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

## ARTICLE 02 FIELD CONDITIONS

- 2.1 General Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposal or on the execution of the Work and shall address these issues in the preparation of their bid. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal, and no adjustment to the General Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

## ARTICLE 03 (NOT USED)

## ARTICLE 04 CONSULTANT

- 4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean \_\_\_\_\_ **(INSERT FIRM NAME)** or their duly authorized representatives. (See Article 2 of the General Conditions.)

## ARTICLE 05 GEOTECHNICAL REPORT

**NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.**

- 5.1 The Sub-Surface Geotechnical Report was prepared by \_\_\_\_\_ **(INSERT FIRM NAME)**. The report is [available at their offices] [included within these documents] [available in UK E-Communication®] for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the General Contractor's information but do not represent a warranty of subsurface conditions. Neither the Owner nor the Consultant will be responsible for interpretations or conclusions drawn from this report by the General Contractor. This data is made available solely for the convenience of the General Contractor.

**Alt.**

- 5.1 No subsurface or geotechnical survey information is available at this time.

## ARTICLE 06 TIME FOR COMPLETION

**NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.**

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be \_\_\_\_\_ consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be thirty (30) days thereafter.

**Alt.**

6.1 The time for Substantial Completion (as further defined in Article 1 of the General Conditions) for each phase of Work shall be as stipulated below and as specified in the Work Order letter, and Final Completion for each phase shall be thirty (30) days thereafter.

Phase I: **Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start) Number of calendar days allowed or actual date of desired Substantial Completion.**

Phase II: **Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start) Number of calendar days allowed or actual date of desired Substantial Completion.**

**ARTICLE 07 LIQUIDATED DAMAGES**

**CONSULTANT TO COORDINATE WITH OWNER'S PROJECT MANAGER TO ESTABLISH LIQUIDATED DAMAGES.**

7.1 Should the General Contractor fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of \$ \_\_\_\_\_ **(INSERT WRITTEN AMOUNT)** Dollars (\$000.00) **(INSERT NUMBER AMOUNT)** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the General Contractor fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of \$ \_\_\_\_\_ **(INSERT WRITTEN AMOUNT Generally this should be less than the amount specified for Substantial Completion in 7.1 above unless specific justification exists in the project documents.)** Dollars (\$000.00) **(INSERT NUMBER AMOUNT)** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

**ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS**

8.1 SUBMISSIONS - GENERAL

8.1.1 The General Contractor shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports as a separate item in UK E-

Communication®. Projects not utilizing UK E-Communication® must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.

8.1.2 All submittals (product data, shop drawings, etc.) are to be submitted electronically by the contractor. Submittals shall be uploaded to UK E-Communication®. They shall be original PDFs (not scans). They shall be color and searchable. Documents shall be marked up, clearly indicating exactly what products, materials, optional accessories, etc. are intended to be provided.

8.1.3 All sample selections for color shall be submitted for approval at the same time. Color selections shall not be submitted individually.

8.1.4 Any deviation from the Contract Documents shall be noted on the transmittal form comment section.

8.1.5 All submittals are to be reviewed by the General Contractor for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the General Contractor. Submittals made directly to the Consultant by sub-contractors, manufacturers or suppliers will not be accepted or reviewed.

8.1.6 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the General Contractor shall be made to any changes other than those in response to the Consultant's review.

8.1.7 Manufacturers shall, when requested by the Consultant, submit test reports prepared by reputable firms or laboratories certifying as to performance, operation, construction, wearability, etc., to support claims made by the manufacturer of the equipment or materials proposed for inclusion in the Work. General Contractor shall also submit a list of three (3) installations where said equipment or materials have been in service for a minimum of five (5) years.

## 8.2 SUBMISSIONS - REVIEW

8.2.1 Review of submittals is only for compliance with the design concept and the contract documents. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR CHECKING DEVIATIONS FROM CONTRACT DOCUMENT REQUIREMENTS OR CHANGES FROM EARLIER SUBMISSIONS NOT SPECIFICALLY NOTED.

8.2.2 The following shall be verified prior to making submittals:

Field Measurements, Field Construction Criteria, Catalog numbers and similar data, Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "NET = No Exceptions Taken": Proceed with the Work, no corrections needed.

8.2.3.2 "FC= Furnish as Corrected": Proceed with the Work, noting the corrections/conditions of the approval.

8.2.3.3 "RR = Revise and Resubmit": Do not proceed with the Work, as the submittal does not comply with the Contract Documents. Revisions to the submittal are required for approval. On projects utilizing UK E-Communication, "Send Back a Step" is used in lieu of "Revise and Resubmit."

8.2.3.4 "R = Rejected": Do not proceed with the Work, the submittal is rejected.

### 8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the General Contractor shall be deemed to be making the following representations:

8.3.1.1 The General Contractor understands and agrees that he shall bear full responsibility for the products furnished. The General Contractor expressly warrants that products described in the attached submittal will be usable and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.2 The General Contractor understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.3 The General Contractor acknowledges that the Owner will rely on the skill, judgment, and integrity of the General Contractor as to conformance requirements and subsequent usability.

### 8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The General Contractor, within ten (10) days after the Pre-Construction meeting, shall begin uploading submittals using UK E-Communication<sup>®</sup>, to generate a log fixing the dates for submission of Shop Drawings, special order material items, certifications, guarantees, and any other items required to be submitted to the Consultant for review, approval or acceptance. Projects not utilizing UK E-Communication<sup>®</sup> will submit a Shop Drawing Log provided by the Owner during the Pre-Construction Meeting.

8.4.2 The log shall track all submittals to date. The updated log shall then be reviewed and discussed at each progress meeting to determine items that may impact the construction schedule.

### 8.5 Shop Drawings

8.5.1 The General Contractor shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log or UK E-Communication<sup>®</sup>, as herein detailed. By approving and submitting Shop Drawings, the General Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

8.5.2 The General Contractor shall submit Shop Drawings required for the Work and the Consultant will review and take appropriate action. The review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

8.5.3 The General Contractor shall make any corrections required by the Consultant for compliance with the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The General Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions. The General Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the General Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

8.5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been approved by the Design Consultant. A copy of each approved shop drawing and each approved sample shall be kept in good order by the General Contractor at the site and shall be available to the Consultant.

8.5.5 The Consultant's approval of Shop Drawings or samples shall not relieve the General Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the General Contractor has in writing called the Consultant's attention to such deviation at the time of submission and the Consultant has given written approval to the specific deviation. Any approval by the Consultant shall not relieve the General Contractor of responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be submitted electronically by the contractor. Shop Drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in UK E-Communication® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

## 8.6 SUBMISSIONS - SAMPLES

8.6.1 Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices, and full range of color, texture, and pattern.

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.

8.6.3 A minimum of two (2) samples are required to be submitted to the Consultant for review and approval and will be distributed as follows:

- a) One (1) to be retained by the University.

- b) One (1) to be returned to the Design Consultant.
- c) An additional sample or samples may be submitted, at the General Contractor's option, for distribution to a third party.

8.6.4 Field samples (block, brick, etc.) of materials to be constructed at the site shall be submitted for review as required by the individual section of the Contract Documents.

## 8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete. Projects utilizing e-Communication will create digital copy from the Document Library (Closeouts) in e-Communication. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the Construction Manager fails to provide these required electronic submittals prior to reaching seventy-five (75%) completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Manuals submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Each manual must contain:

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, Construction Manager, and Construction Manager's Subcontractors;

8.7.2.2 An Equipment Index that includes vendors' names, addresses, and telephone numbers for all equipment purchased on the Project.

8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to UK E-Communication®.

8.7.2.4 Copies of each system's air balancing record and each system's hydronic balancing record (1) digital copy in eComm.

8.7.2.5 Copy of valve tag list.

8.7.2.6 Copy of As-Built temperature control system drawings and components and sequence of operation.

8.7.2.7 Original copies of the following provided by the manufacturer:

Installation manuals  
Training manuals

Instruction manuals  
Calibration manuals

Service manual	Operation manuals
Parts list	Repair manuals
Reviewed Shop Drawings	Wire list
Keying Bit List	

8.7.2.8 Any Computer, Micro controller, and/or Microprocessor equipped equipment installed shall be provided with source code copies of all software and firmware (prom, eprom, rom, other) supplied on this Contract; and

8.7.2.9 Copies of all inspection and guarantee certificates, manufacturers' warranties with the University of Kentucky listed as the Owner for all equipment provided and/or installed.

8.7.2.10 Refer to the Official Design Standards 017800S01 – Closeout Submittals for full details <https://www.uky.edu/cpmd/download/file/fid/78986>

8.7.2.11 If the O&M manuals from any one vendor cover several different model numbers, the model used on the Project must be highlighted.

8.7.2.12 Included in the front of the "Operation and Maintenance Manual" shall be a copy of the Interior and Exterior Finish plan and Schedule listing all finish materials, the manufacturer, the finish color, and the manufacturer's paint number.

8.7.2.13 Photograph album containing photos and negatives or digital images (.pdf format) showing buried utilities and concealed items shall be included.

### 8.7.3 SUBMISSIONS – OWNER TRAINING VIDEOS

8.7.3.1 Owner training shall be provided for all new and modified electrical and mechanical systems. Video recordings shall be made for each training session. All training videos must be provided to the UK Project Coordinator prior to Final Completion.

### 8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The General Contractor shall submit one (1) electronic copy of As - Built set of drawings in .pdf format indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the General Contractor as well as all Sub-contractors. The General Contractor shall provide a qualified representative to update the As - Built set of drawings as construction progresses. As-Built submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed

8.8.2 The General Contractor shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The General Contractor shall provide standard 3 1/2" x 5" photographs with negatives, or digital images (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album or stored on a new flash drive with labeling as to subject of photo, date, and Project. Such album or drive is to be kept at job site with the As - Built set of drawings until submittal of same.

8.8.3 Approval of the Final Payment request will be contingent upon compliance with these provisions. The General Contractor's As – Built set of drawings shall be delivered to the Consultant at their completion so that the Consultant may make any changes on the original contract drawings.

## 8.9 SUBMISSIONS - SAP EQUIPMENT LIST

8.9.1 Complete equipment list for use with SAP software in electronic spreadsheet format. Data is to be provided in Unifomat format with the information being provided for individual locations as noted in Attachment A – Unifomat Component List. Information is to be provided as follows (Facilities Management Healthcare, FMHC, or Facilities Management-Campus, FMC, will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

8.9.2 All materials that require preventative maintenance (PM) are listed as in Attachment A. The equipment list is to be provided in Excel spreadsheet format and is to include the information listed in Attachment B

8.9.3 Required maintenance procedure listing each work task in Excel spreadsheet format as shown in Attachment C.

8.9.4 Required frequency of maintenance for the work tasks outlined in 8.9.3 above and included in the Attachment C spreadsheet

8.9.5 Listing of maintenance parts and items: i.e., filters, lubricants, etc. for each work task listed in 8.9.3 above.

## 8.10 SUBMISSIONS – MAINTENANCE MATERIALS

8.10.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the General Contractor.

## ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

**NOTE: CONSULTANT TO USE ONLY ONE VERSION OF PARAGRAPH 9.1 BELOW AND DELETE THE OTHER AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.**

9.1 The successful General Contractor will receive \_\_\_\_ **(INSERT NO.)** sets of plans and specifications. General Contractor will be required to pay for cost of duplication for all sets required over and above this amount. Payments for Plans, Specifications and Official Contract Documents must be made to Lynn Imaging, Lexington, Kentucky ( <http://www.ukplanroom.com/> or phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

**(ALT)**

9.1 The successful General Contractor can purchase any number of sets of plans and specifications from Lynn Imaging, Lexington, Kentucky ( <http://www.ukplanroom.com/> or phone Lynn Imaging @ 1.800.888.0693 or

859.255.1021). The General Contractor will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 The University will provide (minimum of two) sets of the 'Official Contract Documents' book to the successful General Contractor. One (1) set is to be for his office and the other set is for the jobsite.

9.3 All drawings, specifications, and copies thereof, prepared by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

## **ARTICLE 10 PROGRESS MEETINGS**

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, General Contractor's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI's, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review "pencil copy" of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 General Contractor shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Owner's Project Manager
- (2) The Consultant.
- (3) General Contractor.
- (4) Sub-contractors.
- (5) Others requested to attend (as deemed necessary by CPMD).
- (6) Physical Plant Division Representative

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Consultant.

## **ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART**

11.1 The General Contractor shall prepare construction schedules as a bar chart, with separate divisions for each major portion of the work, and in sufficient detail to identify the plan and sequence of construction to be followed in meeting the requirements of the Contract. Schedules shall include divisions for Work to be accomplished remote from the central construction site, e.g., utilities from outside the construction site to the site for chilled water, steam, electrical, communications, and/or fire service. Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for such Work must be maintained and completed in the shortest reasonable time. The sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30" x 42". The schedule shall show the complete sequence of construction, by activity, with dates for beginning and completion of each element of the Work.

11.1.1 For projects requiring a bar chart schedule instead of a Critical Path Method (CPM) schedule, the following Articles of the General Conditions are amended as follows:

11.1.2 Article 21.4.2 of the General Conditions to the Contract is amended to read as follows:

21.4.2 Requests for an extension of time due to unusually bad weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific weather sensitive activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event and b) that the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the contractually required completion dates for the Project that were shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting the Project contractually required completion dates will be considered in evaluating the merit of a delay request and in adjusting the schedule. Time extensions will not be considered for concurrent delays not caused by the Owner. Requests for an extension of time which are not supported by this information shall not be considered for approval by the Owner.

11.1.3 Article 21.4.3 of the General Conditions to the Contract is amended to read as follows:

21.4.3 In anticipation of the possibility of delay due to unusual bad weather, the General Contractor shall identify those activities in the schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by bad weather.

11.1.4 Article 21.7 of the General Conditions to the Contract is amended to read as follows:

21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the General Contractor can provide justification supported by the Project schedule or other acceptable data that such changes extend the contractually required date of Substantial Completion, and

that the General Contractor has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

11.1.5 Article 21.8 of the General Conditions to the Contract is amended to read as follows:

21.8 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the General Contractor shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include the sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic. This impact analysis shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the contractually required completion dates. The General Contractor will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the General Contractor and/or the General Contractor's contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

11.1.6 Article 32.1 of the General Conditions to the Contract is amended to read as follows:

32.1 The General Contractor shall prepare and submit to the Owner and the Consultant a bar-chart type construction schedule for the Work. The schedules shall include all activities necessary for performance of the work showing the duration and the planned start and finish dates for each activity. The schedules shall include, but not be limited to, submittal processing, fabrication and delivery of materials, construction, testing, clean-up, work and/or materials to be provided by the Owner, dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations, and significant milestones related to the completion of the Project.

11.2 The schedule shall be submitted to the Consultant and to the Owner for review within thirty (30) calendar days after the date established for the start of Work on the Project as stated in the official Work Order and Notice to Proceed. Review will be only for general conformance to the requirements of the contract. Review comments and/or acceptance of the Contractor's schedule shall not relieve the Contractor of any obligation for compliance with all requirements of the Contract Documents. Such review and comments shall not constitute interference with the Contractor's means and methods of construction, which shall remain solely the responsibility of the Contractor.

11.3 Schedules shall be revised no less frequently than monthly to coincide with regular monthly Project progress meetings and submission of Applications for Payment and shall be updated to indicate progress of each activity to the date of submittal, the projected completion of each activity, any activities modified since previous submittal, any major changes in scope, and all other identifiable changes, and further shall be accompanied by a narrative report to define problem areas, anticipated delays, impact on the progress of the Work, and to report corrective action taken or proposed.

11.4 Initial schedules shall be submitted within thirty (30) calendar days after the date established in Notice to Proceed. After review, required revisions to the schedule shall be completed and incorporated in the schedule within ten (10) calendar days. Up-dated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one (1) opaque reproduction and one (1) electronic copy (disk or CD) along with a transmittal letter.

11.5 Copies of reviewed Schedules are to be provided to the job site file and, as appropriate, to sub-contractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, problems anticipated by projections shown in schedules.

11.6 The processing of all progress payments is contingent upon the submission of updated schedules.

11.7 The processing of all Change Orders requesting a time extension to the contract is contingent upon the submission and approval of a revised schedule demonstrating that the change order does impact the date of completion for the entire project. Time extension requests associated with Change Orders that do not impact the date of completion for the entire project will be rejected.

**OR:**

## **ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE**

11.1 General Contractor shall prepare Critical Path Method (CPM) type schedules in accordance with General Conditions Article 32 with separate divisions for each major portion of the Work or operation. The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted using earlier versions of Primavera scheduling software (Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions. All schedule submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format.

11.1.1 CPM schedules shall be based on generally accepted good practices for the development of construction schedules including limited use of long activity durations, long total float values or relationships based on leads or lags. Schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity. The schedules shall provide information for all elements of the Work in sufficient detail to accurately demonstrate the

relative importance of each activity to the successful completion of the Project including but not necessarily limited to the following.

- a) Activities to be performed by the University or the Design Team.
- b) Activities describing time sensitive submittals and submittal processing.
- c) Activities describing fabrication and delivery of key materials or equipment.
- d) Activities to identify equipment start-up and testing, system commissioning, and Owner training.
- e) Activities to identify Owner Furnished /Contractor Installed and Owner Furnished / Owner Installed material or equipment.
- f) Activities to denote all required inspections by the Owner or Design Team, and inspections by state or local agencies including receipt of necessary Certificate(s) of Occupancy.
- g) Activities to identify all dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.
- h) Activities to identify all contractually mandated constraints. Non-contractual constraints shall not be included in the Initial or Final Baseline schedules without explanation. Non-contractual constraints are for the convenience of the General Contractor, shall not be a basis for delay claims, and may be temporarily removed by the University when schedules and updates are reviewed.
- i) Software coding of each activity to identify the applicable Phase; area and/or sub area where the work occurs; the trade subcontractor or party responsible for completion of the activity; whether the activity is a design activity, a bidding or procurement activity, a submittal activity, or a construction activity; and whether the activity is potentially weather dependent.
- j) The University may, at its sole discretion, also require that each activity be coded to indicate the section of the Technical Specifications that applies to the work.

11.1.2 Schedules shall include divisions for Work to be accomplished remote from the central construction site, (for example, modular or prefabricated units to be constructed off-site, or utilities to the site from outside the construction site such as chilled water, steam, electrical, communications, and fire service). Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for utility construction must be maintained and completed in the shortest reasonable time.

11.2 An Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after award of the first bid Package or trade contract, and shall include detailed information regarding Work to be performed during the first ninety (90) days of the Project as well as milestone dates based on hammock or Level of Effort type activities that identify all major elements of the remainder of the Work. Any necessary revisions to the Initial Baseline Schedule shall be completed prior to submittal of the Final Baseline Schedule.

11.3 The Final Critical Path Baseline Schedule shall be submitted to the Consultant and to the Owner within seventy five (75) calendar days after award of the first bid Package or trade contract, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall be a complete and comprehensive description of the General Contractor's plan to complete the Work in accordance with the Contract, shall include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for

beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

11.3.1 If the Project is to be constructed in multiple phases or using multiple Bid Packages, the date for the start of work on each phase of the Project shall be the date on which the University approves the award of the first Trade Contract for work in that phase or Bid Package.

11.3.2 A separate schedule including decision dates for selection of finishes and delivery dates for Owner furnished items, if any, shall be provided showing submittal dates for Shop Drawings, product data, and material samples, as appropriate.

11.3.3 A separate schedule shall be provided identifying dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.

11.3.4 Activities, including Outages, which require action by, or which are the responsibility of, the Owner or the Consultant under the terms of the Contract shall be properly indicated, and the responsible party shall be identified in the CPM schedule.

11.4 The Consultant will review schedules only for compliance with the intent of the Contract Documents. Such review shall not relieve the General Contractor of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the Contract requirements. The General Contractor shall be solely responsible for the means and methods to be employed to assure construction proceeds in accordance with the submitted schedule and for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships to assure that the CPM schedule is an accurate and comprehensive description of the plan for the Work.

11.5 Updated progress schedules shall be submitted to the Consultant and to the Owner concurrently with each Application for Payment to indicate progress on each remaining activity as of the last working day prior to the date of the submittal and the projected completion date of each activity. Updated CPM schedules shall show the accumulated percentage of completion of each activity, and total percentage of Work completed, as of the date of the update. Each submittal of an update to the schedule shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays, and impact on the schedule, and shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication's Schedules Item Log.

11.6 Submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format along with a transmittal letter and related narrative report.

11.7 Copies of updated CPM schedules are to be provided to the job site file and, as appropriate, to subcontractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, any problems anticipated in meeting the projected dates shown in the schedules.

11.8 The processing of all progress payments is contingent upon the submission of an updated CPM schedule. Only payment for bonds and limited General Contractor mobilization costs will be approved for processing prior to receipt of the Initial and Final Baseline schedules

11.9 The processing of all change orders requesting a time extension to the contract is subject to the terms of Article 21 of the General Conditions to this Contract and is contingent upon the submission of a CPM schedule showing that the change order does indeed impact the contractually required completion dates for the Work. Time extensions for Change Orders that do not impact the contractually required completion dates for the Work will not be considered.

11.10 All time extensions shall be negotiated and made full, equitable and final, and incorporated in a revised CPM schedule at the time of Change Order issuance. No reservation of rights shall be allowed.

11.11 Float available in the schedule at any time shall not be considered for the exclusive use of either party to the contract but will be a resource available to both the Owner and the General Contractor. No time extensions will be granted for a delay unless the delay impacts the Project critical path as shown in the updated Project schedule most recently submitted to the Owner prior to the event, consumes all available float or contingency time, and extends the Work beyond the then current Contract completion date(s).

## **ARTICLE 12 WALK-THROUGH**

12.1 After the "Work Order" is issued but before Work by the General Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the General Contractor to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

12.2 During the walk-through, General Contractor shall identify all damaged surfaces or other defective items that exist prior to construction.

12.3 The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the General Contractor, and the Consultant

12.4 Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Digital photos in a .jpg format are acceptable if submitted on digital media storage. All parties attending the walk-through agree on the list of damages.

## **ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE**

**NOTE: USE ONLY THE APPLICABLE PARAGRAPHS BELOW AND DELETE THE OTHERS.**

13.1 The Owner may have full-time personnel or representatives on this job. If so, the General Contractor is to provide, at no additional cost to the Owner, an office for the

duration of the Project specifically for the use of Owner personnel. The office should be furnished with all required utilities, including HVAC, and the following:

- 3 Desks
- 3 Desk chairs
- 3 Side chairs
- 3 4-drawer filing cabinets
- 3 DSL / cable modem connections
- 1 Layout table
- 1 hanging plan rack

**[EDIT QUANTITIES]**

13.2 RESIDENT INSPECTOR **(IF REQUIRED) A** full time Resident Inspector will be on this job. The General Contractor is to provide a trailer for the duration of the Project specifically for the Resident Inspector. The trailer should be furnished with all required utilities, including HVAC and the following:

- 1 - Desk
- 1 - Desk chair
- 2 - Side chairs
- 1 - Layout table
- 1 - 4 Drawer filing cabinet
- 1 - Telephone
- 1 - DSL/Cable Modem Connection
- 1 - FAX Machine
- 1 - Hanging plan rack.

**[EDIT QUANTITIES]**

#### **ARTICLE 14 FIELD OFFICE**

14.1 General Contractor shall make his own provision for field office for his own personnel and for incidental use by their Sub-contractors. Quantity and location are subject to approval of the Consultant and the Owner's Project Manager.

**NOTE: USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.**

14.2 General Contractor is not required to provide a field office for use by the Owner or Consultant.

14.2 A field office shall not be required for this Project.

#### **ARTICLE 15 TELEPHONE SERVICE**

15.1 General Contractor shall arrange through UK ITS Communications and Network Systems for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the General Contractor. (Cell phone/Nextel service in lieu of UK ITS Communications and Network Systems phone service may be utilized at General Contractor's option.)

## ARTICLE 16 CONSTRUCTION FENCE

16.1 Construction fencing will be designed and erected around job sites where there is a possibility of injury to employees, students, or the public. Special precautions must be taken to protect the visually impaired, disabled, children and others using the University facilities. During active excavation/trenching operations, fencing shall be erected to prevent unauthorized entry into the site. All fencing shall comply with the current requirements of the International Building Code except where the following requirements are more stringent.

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. General Contractor shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5-foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, plot line, or public right-of-way shall be a minimum of 6 feet in height unless International Building Code requirements are more restrictive due to the height of the structure and setback.

16.1.3 All fencing shall be of a woven material such as chain link or a solid type of fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the General Contractor's lock, and a lock provided by the Owner. Lock by Owner shall be keyed for the University Best GA key core. All locks to be "daisy-chained" to provide access to the Owner.

16.1.4 It shall be the General Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. The fence is to be erected on fence posts securely anchored in the ground. Provide a top bar or, with prior approval of the owner, a wire shall be run through the top of the fence and attached to the end posts. A tension control device shall be installed, as necessary. Use of sandbags, concrete weights, stakes, etc. to hold fence posts in place are not allowed. Penetrations in pavement or landscape walking surfaces may not be made without the approval of the owner. Any damage caused by the fence installation shall be repaired in a manner satisfactory to the owner. When fencing is to remain in place for six (6) months or more a blue fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one (1) section of fencing where blind corners occur or at pedestrian/vehicle intersections.

16.1.5 The General Contractor shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The General Contractor shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.

16.1.6 If the General Contractor fails to comply with the requirements of this Article 16, the Owner may proceed to have the work done and the General Contractor shall be charged for the cost of the Work done by unilateral deductive change order.

16.1.7 Plastic construction fencing is not acceptable as a perimeter protection fence.

#### **ARTICLE 17 PROJECT SIGN**

17.1 The General Contractor shall furnish, install, and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and General Contractor. **(Note: No Project Sign will be allowed on renovation jobs where all of the renovation is taking place on the interior of the building and storage has not been allowed on the grounds surrounding the site.)**

17.2 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Consultant and the Owner's Project Manager. No political signs will be permitted.

#### **ARTICLE 18 PARKING**

**NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER**

18.1 No on-campus parking is available. The Contractor shall develop a parking plan as part of the required Pre-Construction Services element of this Contract in anticipation that the majority of required parking will have to be off campus.

**Alt.**

18.1 The University of Kentucky will make available for purchase by the General Contractor up to four (4) parking permits. The category of parking permit and location of parking is determined by the Director, Parking and Transportation Services, or a designer. Parking permits may be purchased by the General Contractor to be used by the Contractor and/or the Contractor's subcontractors and employees during the construction period. The cost of each permit is based on the pro-rata annual cost and may be purchased from Parking Services, 721 Press Avenue, after the Contract is executed. Necessary documents required to purchase the passes will be available at the Pre-Construction Conference.

18.2 The Director, Parking and Transportation Services, or a designee will determine if parking is available for employees of the Contractor and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Contractor will be given thirty (30) days' notice should conditions change that will affect parking at the designated parking area and it is necessary to relocate parking or terminate parking privileges. If parking is available, permits may be purchased from Parking Services, 721 Press Avenue, at the appropriate monthly cost.

#### **ARTICLE 19 SANITARY FACILITIES**

**NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.**

19.1 Restroom facilities in one of the surrounding buildings will be designated at the Pre-Construction Meeting for use by the General Contractor's workforce during construction. The designated restroom(s) and areas accessible to General Contractor must be kept clean and neat during construction. Failure to keep them clean will result in the General Contractor being required to provide portable toilets at his cost at the site. Drinking water shall be provided from an approved safe source so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

**NOTE: MAJOR RENOVATIONS/NEW CONSTRUCTION**

19.1 At the beginning of the Project, before any Work is started, the General Contractor shall furnish, install, and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped, or transported so as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

**ARTICLE 20 RULES OF MEASUREMENT**

20.1 Rules of Measurement shall be established by the Consultant in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the General Contractor and be adjusted as before mentioned.

20.2 The General Contractor shall pay for and coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new streetlights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

**ARTICLE 21 ALLOWANCES**

21.1 As stated in the General Conditions of the Contract, the General Contractor shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner.

21.2 The University of Kentucky has entered into a price contract agreement with Johnson Controls Fire Protection (JCFP) for procurement of fire alarm systems. JCFP will provide an allowance for this project which includes design/CAD, state submittal fees, equipment, shipping, commissioning/acceptance testing, and installation of alarm wiring and device trim out. JCFP will be a sub-contractor under the General Contractor.

The General Contractor shall include an allowance of \$\_\_\_\_\_ for the work by Johnson Controls Fire Protection.

The electrical contractor is to provide and install conduits, back boxes, and 120V circuits per the approved JCFP drawings. All conduits will include a pull string. JCFP will furnish and install all fire alarm equipment and wiring.

## ARTICLE 22 SEQUENCE OF CONSTRUCTION

### 22.1 **CONSULTANT/PROJECT MANAGER TO INSERT INFORMATION HERE IF CONSTRUCTION MUST BE SEQUENCED IN A SPECIFIC MANNER.**

22.2 All materials and equipment are to be brought into the project site from the approved staging location and are not to be brought through the existing buildings or loading docks. Any and **all** exceptions shall be approved by, and closely coordinated with, the Owner's Project Manager in advance of scheduling or performing the work.

22.2.1 The General Contractor shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Owner's Project Manager prior to commencing that Work.

22.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The General Contractor shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The General Contractor is to ensure that all exits provide for free and unobstructed egress. If exits must be blocked, prior arrangements must be made with the Owner's Project Manager.

22.4 The General Contractor shall cooperate with the Owner to minimize inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. General Contractor shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

22.5 Special effort shall be made by the General Contractor to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

## ARTICLE 23 CRANE & MATERIAL HOIST OPERATIONS

23.1 General Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by General Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing the pathway of crane lift. General Contractor's flag men shall coordinate these activities with the appropriate security personnel.

23.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours. General Contractor shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).

23.3 Any damage to trees, shrubs, or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Consultant.

**ARTICLE 24 UTILITIES**

**NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.**

**ON SMALL PROJECTS WHERE THE UNIVERSITY PROVIDES ELECTRIC.**

24.1 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The General Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting, and installation of the same for construction operations. Electricity shall not be used for heating purposes. In the event that the General Contractor is wasteful with these utilities, the Owner shall charge the General Contractor accordingly.

**ON LARGE PROJECTS THE FOLLOWING NEEDS TO BE USED IN LIEU OF THE ABOVE. VERIFY CURRENT RATE FOR EACH UTILITY WITH MANAGER OF UTILITIES AND ENERGY MANAGEMENT.**

24.1 Where the Contractor or Construction Manager is responsible for utility costs, temporary or permanent metering shall be installed and operational prior to use of any campus utilities. When building systems are energized and connected to Owner utility services, but prior to Substantial Completion and Owner occupancy, the Contractor shall reimburse the Owner for Owner-furnished utilities. These utilities include but are not limited to steam, chilled water, domestic water, and electricity provided by the Owner up to the date of Substantial Completion. Reimbursement will be payable monthly via a deductive change order to the contract. The unit costs for these utilities are recalculated annually and may change each year. The costs listed here will be subject to change with each annual recalculation. Unit costs for campus are as follows:

24.1.1 Steam is \$**TBD**/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

24.1.2 Chilled Water is \$**TBD**/million BTU (1000 lb.) measured through the building BTU meter.

24.1.3 Electricity is \$**TBD**/KWH measured through the building electric meter.

24.1.4 Water is supplied by Kentucky American Water Company (KAWC); General Contractor shall pay KAWC directly until the Owner's beneficial occupancy date. The General Contractor shall pay KAWC directly for fire service.

24.1.5 General Contractor shall furnish gas meter and pay Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date.

24.1.6 General Contractor shall obtain from and pay UK ITS Communications and Network Systems for the use of telephone services.

**24.2 UTILITY OUTAGES**

24.2.1 Interruption of Utilities and Services: No utilities or services may be interrupted without full consent and prior scheduling of the Owner. Owner approval is required in writing for each disruption.

#### 24.2.1.1 ENTIRE BUILDING OUTAGE

The Owner's Project Manager is the General Contractor's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be three weeks written notice. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage and a statement of whether or not the materials are on hand to complete the Work. If a specific time is desired for the outage, it should be included. The Owner's Project Manager will ensure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time, Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

#### 24.2.1.2 SECTION OF A BUILDING OUTAGE

The Owner's Project Manager is the General Contractor's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of a section of a building shall be a written request one week prior to outage. The written request shall include the type of utility to be interrupted, when the outage is desired, reason for outage, length of outage, and what will be affected by the outage. The Owner's Project Manager will ensure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

### **ARTICLE 25 CLEANING AND TRASH REMOVAL**

25.1 The General Contractor shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

25.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools, and vehicles at all times. Trim weeds and grass within the site area.

25.3 Upon completion of the Work, General Contractor shall thoroughly clean and re-sod grass areas damaged to match existing areas.

26.4 All utility markings are to be made with water-based marking paint with low Volatile Organic Compounds (VOC's) and high solids.

26.5 Upon Completion of the project, buried utility paint markings sprayed on walks and hardscapes are to be removed by non-destructive means such as pressure

washing. Do not use chemicals. If a washed area is noticeable, the entire surface must be washed and or blended to match surrounding areas.

25.6 The General Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e., hazardous, toxic, etc.) that requires special handling on a daily basis.

25.7 Dumpsters will be provided and maintained by the General Contractor.

25.8 During Work at the Project site, the General Contractor shall clean and protect Work in progress and adjoining Work on a continuing basis. General Contractor shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration until the time of Substantial Completion. General Contractor shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

25.9 The General Contractor shall be responsible for daily cleaning of spillage's and debris resulting from his and his Sub-contractor's operations, (includes removal of dust and debris from wall cavities), and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all floors no less than once a week. The General Contractor shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of hospital waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

25.10 Failure to comply with the above requirements shall be cause of stopping work until the condition is corrected.

**ARTICLE 26 BLASTING**

COVERAGES LISTED BELOW ARE MINIMAL AND SHOULD BE VERIFIED WITH UK RISK MANAGEMENT ON AN INDIVIDUAL PROJECT BASIS.

26.1 There shall be no blasting under any conditions on University of Kentucky property unless specified in these Special Conditions.

**If blasting is allowed delete the above and use the following Articles 26.1 and 26.2.**

26.1 Blasting will be allowed on this Project as specified. Additional insurance coverage on the part of the General Contractor/ Sub-contractor for damages from blasting is required. This additional insurance will be an endorsement adding X, C, and U to the Comprehensive General Liability Policy as required by the General Conditions Article 35. This endorsement is based on the following buildings and furnishings whose assessed value is as follows: **(LIST BUILDING AND FURNISHING VALUES FOR BUILDINGS IN THE VICINITY OF THE BLASTING)**

BUILDING	BUILDING VALUE	FURNISHING VALUE	TOTAL
<b>EXAMPLE</b>			
1. Memorial Hall	\$ 976,000	\$150,000	\$1,126,000
2. Engineering Tower	\$4,356,000	\$422,000	\$4,778,000

3. Mining Lab	\$ 882,700	\$483,000	\$1,355,700
	Total Value of Buildings and Equipment		\$35,936,000

The limits for X, C, and U endorsement for blasting must be a minimum of \$20,000,000.

26.2 The delivery route of blasting materials to the campus must be approved by the UK Fire Marshal, UK Police Department, the Lexington-Fayette Urban County Government Police Department, and the Owner's Project Manager prior to delivery of any blasting materials. During the Contract Time period the General Contractor shall notify the UK Police Department 24 hours prior to delivery, confirming the delivery route, the time and date of delivery, and the amount of explosives carried. The General Contractor shall designate magazines used for storage of caps and explosives, plus the amount stored in each magazine. General Contractor shall adhere to the American Table of Distance for storage of explosives and limit overnight storage of 'Class-A' explosives to one day supply. It is strongly recommended, however, not to store explosives overnight.

**ARTICLE 27 CUTTING AND PATCHING - NEW AND EXISTING WORK**

27.1 New Work - Cutting and patching shall be done by craftsmen skilled and experienced in the trade or craft that installed or furnished the original Work. Repairs shall be equal in quality and appearance to similar adjacent Work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactorily repaired shall be removed and replaced.

27.2 Existing Construction - Refer to Architectural, Mechanical, and Electrical drawings for cutting and patching. All new Work shall be connected to the existing construction in a neat and workmanlike manner, presenting a minimum of contrast between old and new Work. Do all patching of the existing construction as may be required for the new construction to be done. Necessary patching, closing of existing openings, repairing, and touching up shall be included as required for a proper, neat, and workmanlike finished appearance. Any existing item that is to remain and is damaged during construction shall be replaced at the General Contractor's expense.

**ARTICLE 28 UNRELATED PROJECTS**

28.1 Unrelated construction Projects may be under way in the vicinity of this Project or the site utility work during the course of the Work related to this Project. The General Contractor for this Project must coordinate with any other contractors regarding overlapping areas. See Article 42 - Separate Contracts of the General Conditions.

**ARTICLE 29 OWNER SUPPLIED MATERIALS**

**(MARK AS "NOT USED" AND DELETE THE FOLLOWING IF THERE ARE NO PRE-ORDERED MATERIALS ON THIS PROJECT.)**

29.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. The following is the list of material that has been pre-Ordered:

1. **LIST ITEMS**
2. **LIST ITEMS**

29.2 All Pre-Ordered Material was specified to be shipped to the **(NAME FACILITY)**. It will be the General Contractor's responsibility to receive and offload the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the General Contractor is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

### **ARTICLE 30 REMOVED ITEMS**

30.1 The following is a list of items to be turned over to the Owner by the General Contractor after removal by the General Contractor. If there are additional items listed in the drawings to be turned over to the Owner, but not listed here, it shall be construed as being listed here.

1. **LIST ITEMS**
2. **LIST ITEMS**

30.2 All items which are identified to be turned over to the Owner must be treated with the utmost care and protected during removal and transport from damage.

30.3 Materials to be turned over to the Owner by the General Contractor shall be delivered to a warehouse within a five (5) mile radius of the Project site. **IDENTIFY LOCATION IF POSSIBLE, PRIOR TO PUTTING OUT FOR BID.**

### **ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION**

31.1 Areas under construction or renovation shall be separated from occupied areas by suitable temporary enclosures furnished, erected, and maintained by the General Contractor. Temporary enclosures shall be dust and smoke tight and constructed of non-combustible materials to prohibit dirt and air borne dust from entering occupied spaces. General Contractor to review with Consultant ways to provide ventilation for dust generated by demolition and fumes/vapors produced during installation of new materials.

31.2 General Contractor is responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to erecting temporary enclosures.

31.3 General Contractor shall protect all exhaust diffusers, equipment, and electrical devices from the collection of dust. All areas shall be checked and cleaned prior to final acceptance of Work.

31.4 Dust and debris from Work operations shall be held to a minimum.

31.5 General Contractor shall construct temporary dust partitions at locations and as detailed on drawings. Closures used for dust barricade shall be constructed of non-combustible materials, (metal studs and gypsum board or fire-retardant plywood).

31.6 General Contractor shall provide additional devices and materials required to contain dust within Work area and protect personnel during course of Work.

31.7 Areas of minor renovation, consisting of the removal of doors and frames, blocking of openings, and other limited Work shall be separated by a dust partition of fire retarded polyethylene on studs.

31.8 Existing corridor doors may serve as dust barriers, except if removed for refinishing. In such cases, temporary wood doors must be substituted until original doors are replaced.

31.9 The General Contractor may assume existing walls which extend full height, floor to structure, shall be deemed appropriate to contain airborne dust. Cover any voids or penetrations.

31.10 Doors or windows in the perimeter walls surrounding the Project work area shall be sealed off with protective materials in a manner to prohibit dust from escaping the work area. These shall be left in place until all work creating dust is completed. Protective materials shall consist of fire-retardant wood, metal studs, gypsum board or flame-resistant plastic.

31.11 Entry passage to Work area shall be sealed off with zippered plastic opening or other acceptable means which allows periodic entry and closure of barricade closure.

31.12 Install and maintain a “sticky mat” on the floor in locations where construction crews leave the construction area and prior to entering ANY existing space in the building.

31.13 Install and maintain a temporary floor covering in any and all elevators being utilized for this project.

## **ARTICLE 32 UK ITS COMMUNICATIONS AND NETWORK SYSTEMS**

### **EDIT BELOW IF PRE-WIRING DONE BY CONTRACTOR AND TERMINATIONS BY UK AFTER DISCUSSIONS WITH THE OWNER’S PROJECT MANAGER.**

32.1 The University of Kentucky owns the campus Telephone system and the UK IT Communications and Network Systems is responsible for communications pre-wiring in all new and renovated facilities on the campus. The General Contractor, during the initial start-up of construction, shall coordinate with a representative from UK ITS Communications and Network Systems a time window as to when pre-wiring by University personnel for the phone system can start and when it must be finished prior to the installation of the finished ceiling. (Typically, same time frame as electricians installing wire.) Thirty (30) days’ notice shall be given to UK ITS Communications and Network Systems prior to the start of the time window for pre-wiring.

**Alt.**

32.1 The communications wiring is to be provided, installed, and terminated by the General Contractor using a certified and approved communications contractor. All work shall be done in compliance with the latest UK ITS Communications and Network Systems Standards, and closely coordinated with UK ITS-Communications and Network Systems.

## **ARTICLE 33 EMERGENCY VEHICLE ACCESS**

33.1 Emergency Vehicle Access must be maintained during construction. The General Contractor shall coordinate with the local Fire and Emergency Medical Services department(s) that would respond to an emergency during the initial start-up of construction to ensure a complete understanding of their requirements.

#### **ARTICLE 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES**

34.1 General Contractor shall protect all smoke detectors in Work areas to prevent false alarms. The General Contractor will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The General Contractor must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the General Contractor. As soon as all Work is completed, notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the General Contractor, all protected smoke detectors will be uncovered and tested.

34.1.1 When the function of any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. General Contractor shall provide daily reports indicating the Superintendent has walked through the project at the end of each work period, to satisfy himself there are no present conditions that may result in an accidental fire. Portable fire extinguishers shall be on site during this time. The General Contractor is responsible for inspecting and testing any temporary systems on a monthly basis.

#### **ARTICLE 35 SURVEYS, RECORDS, and REPORTS**

35.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the General Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The General Contractor shall calculate and measure from the benchmarks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated) and shall not scale drawings to determine dimensions. General Contractor shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

35.2 Survey Procedures: The General Contractor shall verify layout information shown on drawings, as required for his own Work. As Work proceeds, surveyor shall check every major element for line, level, and plumb (as applicable), and maintain an accurate Surveyor's log or Record Book of such checks available for General Contractor or Design Consultant's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Design Consultant or General Contractor promptly upon detection of deviations exceeding indicated or recognized tolerances. The General Contractor shall record deviations which are accepted (not corrected) on Record Drawings.

## ARTICLE 36 TOBACCO PRODUCTS PROHIBITED

36.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. "Property" for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: <http://www.uky.edu/TobaccoFree/files/map.pdf>.

36.2 For areas not located within Fayette County, Kentucky, smoking is prohibited in all owned, operated, leased, or controlled University buildings and structures, parking structures, enclosed bridges and walkways, and vehicles. Smoking is also prohibited outside buildings and structures within 20 feet of entrances, exits, air intakes, and windows, unless further restricted by division policy.

36.3 General Contractor employees violating this prohibition will be subject to dismissal from the Project.

36.4 For the full Administrative Regulation see University AR 6:5.  
<http://www.uky.edu/Regs/files/ar/ar6-5.pdf>

## ARTICLE 37 ALTERNATES

37.1 Alternate(s) will be accepted in the sequence of the Alternates listed on the Bid Form, and the lowest Bid Sum will be computed on the basis of the sum of the base Bid and any alternates accepted, within the budgeted amount.

37.2 Schedule of Alternates:

**LIST ALTERNATES AND DESCRIBE WORK IN PRIORITY SEQUENCE  
AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.**

## ARTICLE 38 FIELD CONSTRUCTED MOCKUPS

38.1 Exterior Finishes

38.1.1 After sample selection but prior to ordering exterior finish materials, General Contractor shall accumulate enough material samples to erect sample wall panels to further verify selections made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction; include sample masonry units (face and back-up wythes, plus accessories), window units, roofing finish, etc. to provide a complete representation of the exterior facade for approval by the Consultant; build mock-ups to comply with the following requirements:

38.1.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work.

38.1.3 Locate mock-ups at location as reviewed and approved by the Architect and University's Project Manager, generally within 10 feet of existing building, parallel to

existing face of building, and exposed to sunlight during daylight hours. Mock-Up to be reviewed twice, once in direct sunlight and once in shade to confirm color characteristics of samples.

38.1.4 Mock-ups Size(s) for the following types shall be approximately 6' long by 4' high by full thickness.

**LIST EACH TYPE OF EXPOSED WORK.**

38.1.5 Protect mock-ups from the elements with weather resistant membrane.

38.1.6 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, demolish mock-ups and remove them from the site.

**38.2 Interior Finishes**

38.2.1 After sample selection but prior to ordering interior finish materials, General Contractor shall accumulate enough material samples to erect sample to further verify selection made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction; include samples of interior finishes, including paint, wood stain, vinyl wallcovering, flooring and ceiling materials to provide a complete representation for approval by the Consultant; build mock-ups to comply with the following requirements:

38.2.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work. Mock-ups may be on newly installed wall surfaces.

38.2.3 Locate mock-ups with adequate illumination for observation under intended light levels.

38.2.4 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, remove mock-ups from site or incorporate them into the completed work.

**ARTICLE 39 PROJECT COORDINATION VIA COMPUTER**

39.1 The General Contractor and subcontractors are required to have an active email account to facilitate coordination of the project during construction and warranty.

39.2 To facilitate project construction coordination between the Consultant, the General Contractor, Subcontractors, and the University of Kentucky as the Owner, UK Capital Project Management Division (CPMD) is hosting an Internet/ Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Consultant shall participate in the use of the WPMS (UK E-Communication® or other system at the Owner's discretion) providing collaboration between Owner, the Consultant, and selected contractors.

39.2.1 Owner shall provide the General Contractor and subcontractors with user accounts and appropriate training for the web-based project management tool.

39.2.2 Utilization of, and training in the use of, the WPMS will be arranged for and supervised by Owner.

39.2.3 Participation of General Contractor is mandatory; others as determined by Owner. Participation of Subcontractors is not mandatory but will be offered at their discretion.

39.2.4 All participants are required to have access to the internet and the Microsoft Internet Explorer browser (version 5.0 or higher). A broadband connection to the internet (e.g., Cable modem, ISDN, DSL) is recommended, but not required.

39.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting Project Files, AE Amendments, Architect's Supplemental Information (ASI's), Closeouts, Consultant Invoices, Contracts, Defective Work in Place, Meeting Minutes, Payment Applications, Proposed Change Orders – Change Orders (PCO to CO's), Punch Lists, Reports (Contractor Daily Reports, Field Reports, Commissioning Reports), RFIs, SAP Equipment List, Schedules, and Submittals. The Document Library (Bid set Plans, Specifications and Addenda will be uploaded by Lynn Imaging.

39.2.6 Site camera monitors may be included at Owner's discretion.

39.2.7 Utilization of the WPMS shall be implemented by the Owner's representative.

39.2.8 Use of the system will provide consistent, real-time information for decision making. Additionally, all project data entered into the system will be archived to facilitate project record keeping. It is anticipated that proper use of the WPMS will improve efficiency of communications and reduce project related paperwork and clerical workload.

## **ARTICLE 40 HOT WORK PERMITS**

40.1 All work involving open flames or producing heat and/or sparks in occupied buildings on the University of Kentucky campus will require the General Contractor to obtain approval to perform "Hot Work" on site. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cadwelding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the General Contractor's use.

## **ARTICLE 41 INSURANCE**

### **NOTE: CONSULTANT TO VERIFY COVERAGES WITH THE OWNER'S PROJECT MANAGER.**

41.1 Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 (**VERIFY NUMBER AMOUNTS**) limits of liability for all employees who will be working at the Project site.

41.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$100,000,000 will be required. If cranes and rigging are involved, a rigger's liability policy with liability

limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.

41.2.1.1 The limits of liability shall not be less than **\$5,000,000 (VERIFY NUMBER AMOUNT)** each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than **\$2,000,000 (VERIFY NUMBER AMOUNT)** for each person and each occurrence and **\$1,000,000 (VERIFY NUMBER AMOUNT)** for property damage.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than **\$2,000,000 (VERIFY NUMBER AMOUNT)** for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than **\$1,000,000 (INSERT NUMBER AMOUNT)** for bodily injury and **\$500,000 (VERIFY NUMBER AMOUNT)** for property damage for each occurrence shall be maintained.

41.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of **\$100,000,000 (VERIFY NUMBER AMOUNT)** combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

41.2.4 Workers' Compensation - Statutory Requirements (Kentucky)

#### **ARTICLE 42 KEY ACCESS**

42.1 If Construction Cores are NOT utilized, then one set of keys for access to the renovation project area will be provided to the General Contractor by the University's Project Manager. The General Contractor assumes responsibility for the safekeeping of the key(s) and its use. When leaving the renovation area all doors must be secured.

42.2 All keys must be returned to the University's Project Manager upon completion of project work as one of the requirements for Final Payment. Failure to return the keys may require re-keying of all doors in the work area up to and including the entire building if master keys are issued. The cost of re-keying of the door(s) accessed by the key(s) will be subtracted from the remaining contract dollars including contract retainage.

42.3 All lost or stolen keys must be reported immediately to the University's Project Manager.

#### **ARTICLE 43 CEILING CLEARANCE**

43.1 Work above ceiling: All work above an area with lay-in ceiling must be coordinated and installed so there is a minimum of 4" between the top of the ceiling grid runners and bottom of the installation. Installation shall not obstruct equipment access space or equipment removal space. Also, conduit and pipe attached to the wall must be above the 4" minimum level.

43.2 Coordination Between Trades: Request and examine all drawings and specifications pertaining to the construction before installing above ceiling work. Cooperate with all other contractors in locating piping, ductwork, conduit, openings, chases, and equipment in order to avoid conflict with any other contractor's work. Give

special attention to points where ducts or piping must cross other ducts and piping, and where ducts, piping and conduit must fur into the walls and columns. Make known to other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.

#### **ARTICLE 44 METAL ANCHORS**

44.1 All anchoring devices utilized to secure materials to the building shall be metal. Plastic or plastic expansion components shall not be used. This shall include all fasteners for mechanical/electrical hangers.

#### **ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE**

45.1 For those projects impacting patient care the Construction Manager and Superintendent are required to have a minimum of five (5) years of construction experience in the past 10 years with projects involving patient care areas. **Owner may waive this requirement if sufficient information is provided to confirm competency.**

#### **ARTICLE 46 LOADING DOCK**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 46 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 47 CONSTRUCTION PATH**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 47 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 48 HOSPITAL PROJECT PROCEDURE**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 48 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 49 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 50 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 51 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 52 APPEARANCE**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 52 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 53 HIPAA (The Health Insurance Portability and Accountably Act)**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 53 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 54 SAFETY & FIRE PROCEDURES**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 54 of the Medical Center Project Manual for General Contractors.

#### **ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)**

**(MARK AS “NOT USED” AND DELETE THE FOLLOWING IF THE MEDICAL CENTER PROJECT MANUAL IS NOT APPLICABLE ON THIS PROJECT.)**

Contractor will adhere to all provisions outlined in 010000S03 Article 55 of the Medical Center Project Manual for General Contractor.

#### **ARTICLE 56 TREE PROTECTION STANDARDS**

Contractor will adhere to all provisions outlined in 010000S02 Tree Protection Standards.

#### **ARTICLE 57 COVID-19 POLICY**

Any and all companies/organizations working on the University of Kentucky’s campus shall have in place for the period of the contract a COVID-19 policy that is consistent with the University of Kentucky’s current COVID-19 policy.

#### **ARTICLE 58 TEMPORARY USE OF PERMANENT EQUIPMENT FOR CONDITIONING**

58.1 The permanent building heating, ventilation, and air condition (HVAC) systems shall not be used during the construction phase to condition the spaces except by written permission of the University Project Manager. The Construction Manager (or General Contractor) shall provide temporary HVAC equipment, as needed to meet environmental conditions as required for the installation of building components. When permission is granted to use the permanent building HVAC equipment during construction, all warranties for new equipment shall begin upon the date of substantial completion.

When permission is granted for the use of permanent HVAC equipment during construction, the following requirements shall be met as a minimum. Further requirements may be requested by the University dependent on the specific conditions of the project.

- 58.1.1 The equipment shall not be used until all dust-producing activities are complete.
  - 58.1.1.1 Drywall sanding shall be complete and a minimum of one coat of primer or paint completed.
  - 58.1.1.2 Floor sanding or grinding shall be complete
  - 58.1.1.3 Any cutting or sawing that will create dust, such as wood trim, shall be done outside of areas where permanent equipment is in use
- 58.1.2 All return ducts shall be completely protected by either blanking off or use of MERV 8 minimum filtration. Temporary filters at return openings shall be monitored daily.
- 58.1.3 The contractor is responsible for all preventive maintenance requirements for the equipment being used: filter changes, motor greasing, etc.
  - 58.1.3.1 Magnehelic gauges shall be installed at filter banks. Filters shall be changed when the pressure drop reaches 0.5" wg or pressure provided by the engineer.
- 58.1.4 The authorized manufacturer's representative associated with the equipment warranties shall provide start-up services.
- 58.1.5 Prior to substantial completion, equipment which has been used shall be thoroughly cleaned, including but not limited to, air handler interior surfaces, coils, condensate pans, and fans. Any required preventative maintenance activities shall be performed at substantial completion; specifically, but not exclusively, filters shall be changed.
- 58.1.6 Ductwork shall not be required to be cleaned when it has been properly protected. However, when it has been used unprotected and exposed to construction activities, it shall be fully cleaned and inspected in accordance with a duct cleaning specification provided by the engineer.

<b>REVISION DATE</b>	<b>PAGES</b>	<b>REMARKS</b>
March 2022	ALL	Design Guidelines updated
December 2023	10	Video Training Documentation Requirement added.
August 2024	ALL	Changed construction fence mesh color to blue. Revised documentation requirements. Additional content and grammatical changes.
September 2024	21	Revised Allowances section to indicate current fire alarm price contract vendor.
September 2025	5	Detailed submittal PDF document requirements
March 2026	ALL	Updated fonts. Revised FMHC & FMC designations. Added Article 59 Temporary Use of Permanent Equipment for Conditioning